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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

01/04/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

6 Attorneys for Plaintiff and the Aggrieved Employees
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**

11 **CGC-24-611508**

12 REMEDIOS SANCHEZ, an individual, on
13 behalf of the State of California as a private
14 attorney general, and on behalf of all others
similarly situated,

15 Plaintiff,

16 v.

17 ROSS DRESS FOR LESS, INC.; and DOES 1
18 through 50, inclusive,

19 Defendants.
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Case No.:

**REPRESENTATIVE ACTION
COMPLAINT FOR CIVIL PENALTIES
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
LAB. CODE, §§ 2698, ET SEQ.**

1 Plaintiff Remedios (also known as Rosa) Sanchez (“Plaintiff”), individually on behalf of the
2 State of California as an “aggrieved employee” acting as a private attorney general under
3 California’s Private Attorneys General Act of 2004, Labor Code (“LC”) sections 2698, *et seq.*
4 (“PAGA”), brings this suit on behalf of herself, the State of California, and all other individuals
5 similarly situated. This Representative Action Complaint is brought against Defendant Ross Dress
6 For Less, Inc. (“Ross”) and DOES 1 through 50, inclusive (collectively “Defendants”).

7 Plaintiff hereby alleges as follows:

8 **INTRODUCTION**

9 1. This is a representative action brought pursuant to the PAGA, LC sections 2698, *et*
10 *seq.*, by Plaintiff, on behalf of the State of California and the aggrieved employees, identified as all
11 individuals who are or were employed as hourly or non-exempt employees by Defendants, and/or
12 their predecessor or merged entities, within the State California during the longest applicable
13 limitations period (the “Aggrieved Employees”), seeking penalties for Defendants’ violations of LC
14 sections 201, 202, 203, 204, 210, 226, subdivisions (a) and (e), 226.3, 226.7, 227.3, 512, and 558,
15 and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001.¹

16 2. Plaintiff and all Aggrieved Employees are ‘aggrieved employees’ within the meaning
17 of LC sections 2698, *et seq.*

18 3. Plaintiff sent a letter to the Labor and Workforce Development Agency in full
19 compliance with PAGA on August 30, 2023. Plaintiff paid the PAGA filing fee of \$75 at that time.

20 **JURISDICTION AND VENUE**

21 4. This Court has subject matter jurisdiction over this action pursuant to article VI,
22 section 10 of the California Constitution and Code of Civil Procedure section 410.10, because this
23 is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and each
24 cause of action asserted herein arises under the laws of the State of California or is subject to
25 adjudication in the courts of the State of California.

26
27 ¹ Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees identified
28 herein with greater specificity, and/or amend or modify into further divisions of subgroups, or by
limitation of issues, as necessary.

5. This Court has personal jurisdiction over Defendants because Defendants have caused injuries in the County of San Francisco and the State of California through their acts, and by their violation of the California Labor Code and California state common law. Defendants transact at least \$500,000 dollars of business within the State of California.

6. Venue is proper in this judicial district pursuant to Code of Civil Procedure section 395, as Defendants operate and do business within the County of San Francisco, State of California.

THE PARTIES

7. Plaintiff performed work for Defendants in San Francisco, County, California during the statutory time period applicable to her cause of action for penalties under the PAGA for the various PAGA violations alleged herein (the “PAGA Period”).

8. Plaintiff represents the State of California as well as the Aggrieved Employees. Plaintiff and the Aggrieved Employees, at all times pertinent hereto, are or where employees of Defendants during the PAGA Period and are covered by IWC Wage Order No. 4-2001.

9. Plaintiff was employed by Defendants as a non-exempt employee from July 2021 through June 2023. Plaintiff worked as an Associate at Defendant Ross's Potrero retail store located at 2300 16th St., San Francisco, California, 94103.

10. Defendant Ross is a Virginia corporation, with its corporate headquarters and principal place of business in Dublin, California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of the defendants sued herein as DOES 1 through 50, inclusive (“DOE Defendant(s)”), are currently unknown to Plaintiff, who therefore sues those defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that each of DOE Defendants is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave to amend this Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

12. Plaintiff is informed and believes, and on that basis alleges, that each Defendant acted in all respects pertinent to this action as the agent of each of the other Defendants, and carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant

are legally attributable to each of the other Defendants. Furthermore, Defendants, in all respects, acted as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

FACTUAL BACKGROUND

13. Plaintiff and the Aggrieved Employees are or were, at all times relevant hereto and during the PAGA Period, employed by the Defendants within the State of California. Plaintiff and Aggrieved Employees also are or were, at all times pertinent hereto, hourly or non-exempt employees for the purposes of minimum wages, overtime, rest breaks, meal periods, reimbursement of expenses, paid sick time, and the other underlying claims alleged herein.

14. Plaintiff Sanchez was employed by Defendants in California as an hourly, non-exempt employee. Specifically, from her hire date in July 2021 until her date of separation in June 2023, Plaintiff worked as an Associate at Defendant Ross’s Potrero retail store located at 2300 16th St., San Francisco, California, 94103. Plaintiff was compensated at approximately \$17.99 per hour.

15. Defendants did not fully compensate Plaintiff and Aggrieved Employees (who worked in non-exempt or hourly paid positions, including, but not limited to, associates and salesclerks), because they were regularly required to work during meal and rest periods, Defendants failed to provide Plaintiffs and Aggrieved Employees with accurately itemized wage statements, and failed to pay all wages due timely upon separation, including all accrued but unused vacation/PTO wages (“PTO Wages”).

16. Plaintiff sent a letter to the Labor and Workforce Development Agency in compliance with PAGA on August 30, 2023. Plaintiff paid the PAGA filing fee of \$75 at that time.

A. Meal Periods.

17. During the PAGA Period, Defendants had a policy and/or practice of failing to provide meal periods to Plaintiff and the Aggrieved Employees. Due to Defendants’ conduct, Plaintiff and the Aggrieved Employees often worked during meal periods. There were, in fact, widespread compliance issues *vis-à-vis* meal breaks—some were late, others missed, short, or interrupted. LC sections 226.7 and 512 and IWC Wage Order No. 4-2001 mandate the following: (1) no employer shall employ any person for a work period of more than five (5) hours without a meal break of not less than 30 minutes (*see* IWC Wage Order No. 4-2001, § 11.A), and (2) an

1 employer shall employ an employee to work a period of more than 10 hours per day without
2 providing the employee with a second meal period of not less than 30 minutes (*see* Lab. Code, §
3 512).

4 18. On February 25, 2021, in *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 81,
5 the California Supreme Court reversed the Fourth Appellate District’s previous opinion, and set
6 forth two clear rules: (1) employers are not permitted to round time records when determining if
7 employees are entitled to meal premium pay, and (2) it is the employer’s burden to show that
8 compliant meal periods were provided to employees if the time records show otherwise.

9 19. Due to Defendants’ failure to provide lawful meal periods, Plaintiff and Aggrieved
10 Employees did not receive duty-free meal periods within the first five (5) hours of their work and
11 did not receive a second duty-free meal period when working shifts of ten (10) hours or more.

12 20. Defendants violated LC section 512 and IWC Wage Order No. 4-2001 by requiring
13 Plaintiff and Aggrieved Employees to work through their meal periods without receiving proper
14 compensation and without entering into legally compliant on-duty meal period agreements.

15 21. In addition to Defendants’ failure to provide timely, duty-free meal breaks, Plaintiff
16 and Aggrieved Employees were also not compensated by Defendants with one (1) hours’ worth of
17 pay at their regular rate of compensation for each non-compliant meal break, in accordance with
18 Labor Code section 226.7. (*See Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

19 **B. Rest Periods.**

20 22. During the relevant period, Defendants failed to provide Plaintiff and Aggrieved
21 Employees with compensated, duty-free rest periods of not less than ten (10) minutes for every
22 major fraction of four hours worked as required by LC section 226.7 and/or IWC Wage Order No.
23 4-2001.

24 23. Under IWC Wage Order No. 4-2001, an employer must authorize and permit each
25 employee to take one ten (10) minute duty free rest period for every major fraction of four hours
26 worked. LC section 226.7 provides that “[a]n employer shall not require an employee to work during
27 a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
28 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and

1 Health Standards Board, or the Division of Occupational Safety and Health.” (Lab. Code, § 226.7,
2 subd. (b).) IWC Wage Order No. 4-2001 sets when and for how long the rest period must take place.
3 Violations of the Wage Orders violate California law and set forth the premium pay employers must
4 pay their employees when employers fail to provide rest periods.

5 24. The California Supreme Court explained that, in the context of rest breaks, employer
6 liability attaches from adopting an unlawful policy:

7 An employer is required to authorize and permit the amount of rest break time called
8 for under the wage order for its industry. If it does not - if, for example, it adopts a
9 uniform policy authorizing and permitting only one rest break for employees
working a seven-hour shift when two are required—***it has violated the wage order
and is liable.***

10 (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1033 [emphasis added].)

11 25. Since Defendants did not provide and otherwise failed to authorize compliant rest
12 periods, “the court may not conclude employees voluntarily chose to skip . . . breaks.” (*Alberts v.*
13 *Aurora Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410; accord, *Brinker, supra*, 53
14 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest break that was required by law but
15 never authorized; if a break is not authorized, an employee has no opportunity to decline to take
16 it.”].)

17 26. Here, Defendants did not permit Plaintiff and Aggrieved Employees to leave the
18 premises during rest periods, as required by LC section 226.7 and IWC Wage Order No. 4-2001.
19 Defendants did not have a legally compliant rest period policy and/or practice in place that would
20 permit and make available duty-free rest breaks, allowed to be taken off the premises, whereby
21 Defendants would relinquish control over their employees during the applicable period.

22 27. Plaintiff and Aggrieved Employees were unlawfully prohibited from leaving the
23 premises during their shifts. Defendants retained control over Plaintiff and the Aggrieved
24 Employees during their rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257,
25 260 and 269 [holding that “during rest periods employers must relieve employees of all duties and
26 relinquish control over how employees spend their time.”].)

27 28. In addition to failing to authorize and permit compliant rest breaks, Plaintiff and
28 Aggrieved Employees were not compensated with the statutorily required one (1) hours’ worth of

1 pay at their regular rate of compensation for each non-compliant rest break, in violation of LC
2 Section 226.7. (*See Ferra, supra*, 11 Cal.5th at p. 863.)

3 **C. Untimely PTO Wages.**

4 29. Defendants also failed to pay Plaintiff and Aggrieved Employees all wages due
5 pursuant to LC sections 201, 202, 203, and 227.3. Defendants failed to timely pay Plaintiff all
6 accrued but unused vacation/PTO wages (“PTO Wages) upon her separation of employment.
7 Plaintiff was terminated on June 27, 2023, and received her vacation wages some weeks later in
8 clear violation of LC sections 201, 202, 203, and 227.3. The PTO Wages were due on the date of
9 separation.

10 **D. Wage Statements.**

11 30. Defendants also failed to provide accurate itemized wage statements required by LC
12 section 226, which requires employers, semi-monthly or at the time of each payment to furnish an
13 itemized wage statement in writing showing:

14 (1) gross wages earned, (2) total hours worked by the employee . . . , (3) the number
15 of piece-rate units earned and any applicable piece rate if the employee is paid on a
16 piece-rate basis, (4) all deductions, provided that all deductions made on written
17 orders of the employee may be aggregated and shown as one item, (5) net wages
18 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
19 name of the employee and only the last four digits of his or her social security
number or an employee identification number other than a social security number,
(8) the name and address of the legal entity that is the employer. . . , and (9) all
applicable hourly rates in effect during the pay period and the corresponding number
of hours worked at each hourly rate by the employee

20 (Lab. Code, § 226.7, subd. (a).)

21 31. Due to Defendants’ failure to provide Plaintiff and Aggrieved Employees lawful
22 meal and rest breaks and pay all premiums owed thereon, and failure to pay all PTO Wages due, the
23 wage statements issued by Defendants necessarily do not indicate the correct amount of gross wages
24 earned, total hours worked, all deductions, correct amount of net wages earned, or the applicable
25 and/or correct hourly rates in effect during each pay period and the corresponding number of hours
26 worked at each hourly rate in violation of LC section 226, subdivision (a). Thus, Defendants have
27 violated LC section 226, subdivision (a), with respect to Plaintiff and all Aggrieved Employees.

1 32. As a result of Defendants’ violation of section 226, subdivision (a), Plaintiff and
2 Aggrieved Employees suffered injury because, among other things:

3 a. the violations kept them from readily determining the amounts of wages
4 actually owed to them by Defendants;

5 b. the violations required Plaintiff and Aggrieved Employees to perform their
6 own accounting to determine the amounts owed to them, which would have been unnecessary if the
7 wage statements contained the accurate and required information; and

8 c. the wage statements inaccurately understated the wages, hours, and wage
9 rates to which they were entitled, which also contributed to the difficulties in calculating proper
10 amounts owed by Defendants as noted above.

11 33. Defendants also knowingly and intentionally failed to provide Plaintiff and the
12 Aggrieved Employees with accurate itemized wage statements in violation of LC section 226,
13 subdivision (e). Defendants at all relevant times knew that they were not providing Plaintiff and the
14 other Aggrieved Employees with legally compliant wage statements.

15 34. The relevant legal authority supports the alleged claims. (*See Lopez v. Friant &*
16 *Assocs., LLC* (2017) 15 Cal.App.4th 773, 788 [holding a plaintiff seeking civil penalties under
17 PAGA for a violation of Lab. Code, § 226, subd. (a), did “not have to satisfy the ‘injury’ and
18 ‘knowing and intentional’ requirements of section 226(e)(1).”]; *Willner v. Manpower Inc.* (N.D.Cal.
19 2014) 35 F.Supp.3d 1116, 1136 [to obtain judgment on a PAGA claim, “all [Plaintiffs] needs to
20 establish is a violation of section 226(a), which she has done, as discussed above.”]; *McKenzie v.*
21 *Fed Exp. Corp.* (C.D.Cal. 2011) 765 F.Supp.2d 1222, 1232 [holding that “for the purposes of
22 recovering PAGA penalties, one need only prove a violation of Section 226(a), and need not
23 establish a Section 226(e) injury.”]; *Aguirre v. Genesis Logistics* (C.D.Cal. July 3, 2013) 2013
24 U.S.Dist.LEXIS 189815, at *28 [“Plaintiffs do not need to establish a Cal. Lab. Code § 226(e) injury
25 to recover penalties under § 2699(f) of PAGA.”].)

26 35. Following *Friant*, courts have found that employees can recover separate penalties
27 under PAGA for a defendant’s violations of LC section 226, subdivisions (a) and (e). (*See, e.g., Bell*
28 *v. Home Depot U.S.A.* (E.D.Cal. Dec. 11, 2017) 2017 U.S.Dist.LEXIS 204493, at *5 [holding that

1 under *Friant* that “[t]o the extent the Court’s Order was ambiguous, the Court now clarifies that it
2 granted summary judgment on Plaintiffs’ derivative claim for [PAGA] penalties under section
3 226(e) . . . the Court’s Order should not be read to grant summary judgment on Plaintiffs’ claim for
4 PAGA penalties based on violation of section 226(a).”].)

5 36. In addition, LC section 226.3 states that “[a]ny employer who violates subdivision
6 (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.”

10 37. Accordingly, Plaintiff and the other Aggrieved Employees may also recover section
11 226.3 penalties for Defendants’ violations of section 226, subdivision (a). (*See Finder v. Leprino*
12 *Foods Co.* (E.D.Cal. Mar. 12, 2015; No. 1:13-CV-2059-AWI-BAM) 2015 WL 1137151, at *7 [“the
13 weight of authority counsels that violations of Section 226.3 may be the basis of a PAGA claim.”];
14 *Pedroza v. PetSmart, Inc.* (C.D.Cal. June 14, 2012, No. EDCV-11-298-GHK-DTB) 2012 WL
15 9506073, at *6 [“Lab. Code § 226.3 merely provides that failure to perform actions mandated by §
16 226(a) may trigger civil penalties.”].)

17 38. LC sections 1174, subdivision (d), and 1174.5 require an employer to keep at a
18 central location in the state or at the plants or establishments at which employees are employed,
19 payroll records showing the hours worked daily by the wages paid to employees employed at the
20 respective plants or establishments. These records shall be kept with rules established for this
21 purpose by the commission, but in any case, shall be kept on file for not less than two years. During
22 the PAGA Period, Defendants failed to keep accurate and complete payroll records showing the
23 actual hours worked daily and the wages earned by Plaintiff and Aggrieved Employees, including
24 earned and unpaid minimum, overtime, and premium wages discussed herein.

25 39. As a result of Defendants’ failure to provide lawful meal and rest breaks and pay
26 premiums owed thereon, failure to timely pay PTO Wages, and failure to provide accurate wage
27 statements, Defendants violated, and continue to violate, LC section 203, which provides that “if an
28 employer willfully fails to pay . . . any wages of an employee who is discharged or who quits, the

1 wages of the employee shall continue as a penalty...” for up to 30 days. (*See Mamika v. Barca*
2 (1998) 68 Cal.App.4th 487, 492.)

3 40. Due to Defendants’ faulty pay policies, practices and protocols, Plaintiff and those
4 Aggrieved Employees whose employment with Defendants concluded were not compensated for
5 each and every hour worked at the appropriate rate. Defendants have failed to pay all Aggrieved
6 Employees whose sums were certain at the time of termination within seventy-two (72) hours of
7 their resignation and have failed to pay those sums for thirty (30) days thereafter. LC section 204
8 expressly requires employers who pay employees on a weekly, biweekly, or semimonthly basis to
9 pay all wages “not more than seven calendar days following the close of the payroll period.” (*Id.*;
10 *see also Parson v. Golden State FC, LLC* (N.D.Cal. May 2, 2016, No. 16-cv-00405-JST) 2016
11 U.S.Dist.LEXIS 58299, at *3-5.) Due to Defendants’ failure to pay Plaintiff and Aggrieved
12 Employees meal period and rest break premiums and timely PTO Wages, as described above,
13 Defendants failed to timely pay employees within seven calendar days following the close of payroll
14 in accordance with LC section 204 on a regular and consistent basis.

15 **FIRST CAUSE OF ACTION**

16 **(For Penalties Pursuant to PAGA, Lab. Code, §§ 2698, *et seq.*,**
17 **for Violations of Lab. Code, §§ 201, 202, 203, 204, 210, 226, subds. (a) & (e), 226.3, 226.7,**
18 **227.3, 512, and 558, and IWC Wage Order No. 4-2001)**

19 **(By Plaintiff and Aggrieved Employees against All Defendants)**

20 41. Plaintiff, on behalf of herself, the State of California, and Aggrieved Employees,
21 realleges and incorporates by reference the allegations in paragraphs 1-40 above as if fully set forth
22 herein.

23 42. Based on the above allegations, Defendants violated LC sections 201, 202, 203, 204,
24 210, 226, subdivisions (a) and (e), 226.3, 226.7, 227.3, 512, and 558, and IWC Wage Order No. 4-
25 2001.

26 43. Under LC sections 2699, subdivision (f)(2), and 2699.5, Plaintiff and Aggrieved
27 Employees are entitled to penalties in an amount to be shown at the time of trial subject to the
28 following formula:

- \$100 for the initial violation per employee per pay period; and
- \$200 for each subsequent violation per employee per pay period.

These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce Development Agency (LWDA) and twenty-five percent (25%) to Aggrieved Employees.

44. These penalties may be stacked separately for each of Defendants violations of the Labor Code. (*See, e.g., Hernandez v. Towne Park, Ltd.* (C.D.Cal. June 22, 2012, No. CV-12-02972 MMM-JCG) 2012 U.S.Dist LEXIS 86975, at *59 fn. 77 [holding that although the plaintiffs did not seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ *i.e.*, multiple PAGA penalties can be assessed for the same pay period for different Labor Code violations.”]; *Friant, supra*, 15 Cal.App.5th at p. 778 [holding “a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of section 226(e)(1)” and acknowledging that a plaintiff could recover separately under PAGA for violations of Lab. Code, § 226, subds. (a) & (e)]; accord, *Schiller v. David’s Bridal, Inc.* (E.D.Cal. July 14, 2010, No. 1:10-cv-00616-AWI-SKO) 2010 U.S.Dist.LEXIS 81128, at *17; *Pulera v. F & B, Inc.* (E.D.Cal. Aug. 19, 2008, No. 2:08-cv-00275-MCE-DAD) 2008 U.S.Dist.LEXIS 72659, at * 2-3; *Smith v. Brinker Intern., Inc.* (N.D.Cal. May 5, 2010, No. C 10-0213 VRW) 2010 U.S.Dist.LEXIS 54110, at * 2-6.)

45. In addition, Defendants failed to provide Plaintiff and Aggrieved Employees with legally compliant accurate itemized wage statements as required by LC section 226, subdivision (a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of LC section 226, subdivisions (a) and (e). (*See Friant, supra*, 15 Cal.App.5th at p. 788; *Bell, supra*, 2017 U.S.Dist.LEXIS 204493, at *5 [holding after *Friant* that “[t]o the extent the Court’s Order [granting summary judgment to Home Depot] was ambiguous, the Court now clarifies that it granted summary judgment on Plaintiffs’ derivative claim for [PAGA] penalties under section 226(e) . . . the Court’s Order should not be read to grant summary judgment on Plaintiffs’ claim for PAGA penalties based on violation of section 226(a).”].)

46. For violations of LC section 226, subdivision (a), Plaintiff seeks the default penalty provided by LC section 226.3 as follows: “[a]ny employer who violates subdivision (a) of Section

226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” Accordingly, through PAGA, and to the extent permitted by law, Plaintiff and Aggrieved Employees are entitled to recover penalties for violations of LC section 226.3 and seek default PAGA penalties for each of Defendants’ numerous violations of LC section 226, subdivision (e).

47. LC section 210 provides that “in addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” (Lab. Code, § 210, subd. (a).) As a result of the faulty compensation policies and practices, Plaintiff and the Aggrieved Employees are also entitled to recover penalties under LC section 210 through PAGA.

48. A civil penalty against Defendants, pursuant to LC section 1197.1, authorizes a civil penalty, restitution of wages, and liquidated damages, in the amount of: “(1) for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed” (Lab. Code, § 1197.1, subd. (a).) Accordingly, through PAGA and to the extent permitted by law Plaintiff and the Aggrieved Employees are entitled to recover pursuant to LC section 1197.1.

49. Plaintiff has fully and completely exhausted her administrative remedies under PAGA prior to proceeding with this PAGA claim. On August 30, 2023, Plaintiff filed her PAGA Notice online with the LWDA and sent a letter by certified mail to Defendant setting forth the facts and theories of the violations alleged against Defendants, as prescribed by LC sections 2698, *et seq.*

As required by PAGA, Plaintiff submitted the \$75 filing fee to the LWDA. Pursuant to LC section 2699.3, subdivision (a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore entitled to commence and proceed with a civil action pursuant to LC sections 2698, *et seq.*

50. Plaintiff was compelled to retain the services of counsel to file this action to protect her interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which she is also entitled to recover under LC sections 2698, *et seq.*

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees, prays for judgment against Defendants as follows:

1. For penalties and all other relief allowable under LC sections 2698, *et seq.*, due to Defendants' violation of LC sections 201, 202, 203, 210, 226, subdivisions (a) and (e), 226.3, 226.7, 227.3, 512, and 558, and IWC Wage Order No. 4-2001 during the PAGA Period;

2. For civil penalties against Defendants in the amounts of one hundred dollars (\$100) for the initial violation and two hundred dollars (\$200) for each subsequent violation, as specified in LC Section 2699, subdivision (f)(2), for each and every pay period of Plaintiff and Aggrieved Employees that occurred during the PAGA Period;

3. For civil penalties against Defendants pursuant to LC section 1197.1 for the initial violation that was committed, in the amounts of one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid, and for each subsequent violation, two hundred fifty dollars (\$250) for each subsequent violation for each pay period for which the employee was underpaid, for each and every pay period of Plaintiff and Aggrieved Employees that occurred during the PAGA Period;

4. For civil penalties against Defendants pursuant to LC section 210 in the amounts of one hundred dollars (\$100) for each initial violation that was committed for each underpaid employee for each pay period for which the employee was underpaid, and for each subsequent

1 violation, two hundred dollars (\$200) for each underpaid employee for each pay period for which
2 the employee was underpaid, for each and every pay period of Plaintiff and Aggrieved Employees
3 that occurred during the PAGA Period;

4 5. For civil penalties against Defendants in the amounts of fifty dollars (\$50) for the
5 initial violation and one hundred dollars (\$100) for each subsequent violation by Defendants under
6 LC sections 226, subdivision (e), and 2699, subdivision (f), for each and every pay period of Plaintiff
7 and Aggrieved Employees that occurred during the PAGA Period;

8 6. For civil penalties against Defendants in the amounts of two hundred and fifty dollars
9 (\$250) for the initial violation and one thousand dollars (\$1,000) for each subsequent violation by
10 Defendants of LC section 226, subdivision (a), for each and every pay period of Plaintiff and all
11 Aggrieved Employees during the PAGA Period, pursuant to LC sections 226.3 and 2699,
12 subdivision (f);

13 7. For an award of reasonable attorney's fees as specified in LC section 2699,
14 subdivision (g), and Code of Civil Procedure section 1021.5;

15 8. For an award of all costs incurred by the undersigned counsel as provided for in LC
16 section 2699, subdivision (g)(1); and

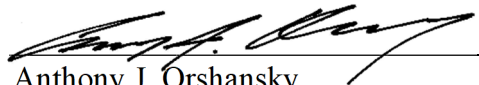
17 9. For all other relief as this Court deems just and proper.

18
19 Dated: January 4, 2024

Respectfully submitted,

20 COUNSELONE, PC

21
22 By:



Anthony J. Orshansky

Demetrius X. Lambrinos

23 Attorneys for Plaintiff and Aggrieved
24 Employees